

Minutes for 47th Meeting of Building Advisory Committee held at on 19th February 2020 at
1030 hrs at City Campus, Central University of Punjab, Bathinda.

The following members attended the meeting:

1. Prof. R. K. Kohli, Vice-Chancellor, CUPB - **Chairman**
2. Er. N. K. Verma, Retd. Chief Engineer, CSIR - Member
3. Prof. V. K. Garg, Dean, School of Environment and Earth Sci., CUPB - Member
4. Mr. Chandan Mittal, Deputy Finance Officer, CUPB - Member
5. Prof. Manjit Bansal, Professor Civil Engineering, GZSCET, Bathinda - Member
6. Er. Darshan Goyal, representative of Er. N. R. Goyal, Superintending Engineer, PWD (B&R), Bathinda - Member
7. Er. GJS Rosha, Retd. Chief Engineer Housing Board Chandigarh - Member
8. Er. Saurabh Gupta, Executive Engineer, CUPB - Member
9. Er. Prem Sagar, Consultant (Infrastructure), CUPB - Special Invitee
10. Prof. Amandeep Kaur, COC Computer Centre, CUPB - Special Invitee
11. Smt. Richa Garg, Internal Audit Officer - Special Invitee
12. Mr. Kanwal Pal Singh, Registrar, CUPB - **Member Secretary**

The following invitees also attended the meeting:

1. Er. Puneet, Assistant Engineer, CUPB
2. Er. Manoj Kumar, Junior Engineer (Electrical), CUPB
3. Er. Puneet Singh, Junior Engineer (Civil), CUPB
4. Mr. R.K.Mishra, R.C.M, EIL
5. Mr. D.Mitra, Manager, EIL

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The representative of EIL attended only part of the meeting for participating in the discussions on the specific Agenda Items relevant to them.

The Chairman of Building Advisory Committee welcomed all the members to the 47th meeting of the Committee and thanked the members for sparing their valuable time in assisting the University in the development of the new campus at Ghudda. Thereafter he requested the Member Secretary to take up the Agenda Items.

The discussions were as under:

Item: BAC: 47:2020:1

To discuss the recommendation of EIL for the completion of balance works of Phase 1A buildings of main campus of CUPB, Ghudda (Annexure 47.1 – To be placed on table).

The details of the unilateral stoppage of work by M/s KSMB & Sons w.e.f. 03.12.2019, were further discussed in the 46th Building Advisory Committee meeting vide agenda item no. BAC: 46:2020:3 held on 12.02.2020 and it was resolved as under:

1. The members of BAC unanimously resolved that the present matter was not a case of termination of contract, but it was the case of deliberate closure of contract by the contractor substantiated from the fact that the contractor had slowed down the progress of work after 31.08.2019. All this led to their wilful intent not to continue with the present works and complete the same.
2. The members of BAC unanimously resolved that M/s EIL should be requested to re-examine their recommendations considering the contract being closed by the contractor rather than serving a show cause notice to the contractor. Further, EIL should simultaneously measure the up to date work executed under the contract and take further appropriate action for identification and completion of balance work. The recommendation of EIL should be taken within a week so that the same could be considered in the next meeting of BAC scheduled to be held on 19.02.2020.
3. The BAC members unanimously resolved that, independent legal opinion may be obtained by CUPB regarding the issue of show cause notice for termination of contract or closing notice for unilaterally abandoning the work at site by the contractor M/s KSMB & Sons. Interpreting and submitting written opinion regarding the contract provisions and their applicability as per contract agreement executed between EIL/CUPB and M/s KSMB & Sons for the execution of Phase-1A & Phase-1B works at Main Campus of Central University of Punjab Ghudda may also be obtained.
4. The committee resolved to advise that to counterfeit the claim of the contractor, a photographic and video-graphic recording of the present status of the contractor's establishment at site should be got carried out by suitable committee formed by the Hon'ble Vice-Chancellor. Committee also advised that EIL should be directed to ensure that the contractor is not allowed to take away any of his machinery/ equipment/material etc. available at site without obtaining

written prior approval of Registrar, CUPB till the final decision regarding closure of the contract is taken.

5. The committee resolved to advise that the letter no. KSMB/EIL/BATHINDA-01/0902/2020 dated 09.02.2020 sent by M/s KSMB, addressed to Registrar, CUPB, be forwarded to M/s EIL for appropriate disposal at their end.

Accordingly, as per the recommendations of BAC in its 46th meeting, CUPB vide this letter no. CUPB/CC/ES/19-20/920 dated 12.02.2020 (**Annexure – 47.1.1**) requested EIL to review their recommendations for serving a show cause notice to M/s KSMB & Sons and submit its recommendations before 19.02.2020. Also as per the decision of BAC, the Committee for carrying out the photographic and video graphic recording of present status of the contractor's establishment at site and appointment of Legal Counsel for obtaining independent legal opinion were carried out vide notification no. CUPB/CC/2020/N/1416 dated 14.02.2020 (**Annexure 47.1.2**) and CUPB/CC/2020/2224 dated 17.02.2020 (**Annexure 47.1.3**) respectively. Further, as decided in the 46th Building Advisory Committee meeting held on 12.02.2020, M/s EIL was informed not to permit M/s KSMB & Sons for demobilising the T & P items through letter no. CUPB/CC/ES/19-20/922 dated 12.02.2020 (**Annexure 47.1.4**).

EE, CUPB apprised the Committee that as per the directions of BAC in its 46th meeting held on 12.02.2020, CUPB vide its letter no. CUPB/CC/ES/19-20/920 dated 12.02.2020 suggested M/s EIL to reconsider its recommendations to issue Show Cause Notice to the contractor taking into account the following observations:

1. As on date, there was no valid contract after 31.05.2019 for Phase-1A works.
2. As per EIL's email dated 03.12.2019 to this office that the contractor had totally stopped the work at site. Further, the contractor had demobilized the labour from the sites as he was no longer interested in completing the work and had abandoned the work at his own will.
3. M/s EIL, through various communications, had informed CUPB that the contractor after 31.08.2019 had slowed down the progress of work.
4. The works had been delayed in spite of numerous extensions given to the contractor on EIL's recommendations and on certain unreasonable grounds raised by the contractor just to ensure the early delivery of completed works.
5. It had also been brought to the notice of CUPB that the contractor had not made any effort for resumption of the work during the period of last BAC meeting.
6. During the 45th BAC meeting held on 04.02.2020, it was brought to the notice of BAC that the contractor has no intentions to resume the works.
7. Delay in running payments or delay in approval of rates of extra items/non-schedule items etc. did not entitle the contractor to delay, suspend or abandon the work under any conditions of the contract.
8. No notice period was required as per Clause no. 64.2(c) and 64.3- Termination due to Contractor's Default.

EE, CUPB apprised the Committee that as per the directions of BAC, an independent legal opinion from Mr. Naveen Singla, Advocate District Court, Bathinda had also been obtained and the lawyer had opined that "After pursuing the entire records I am of the opinion that Show Cause Notice for termination of contract should be given and

reasons for termination be disclosed in the termination notice. Even as per the basic law of land a person should not be held guilty without being heard i.e. Audi Alteram Partem (let the other side be heard as well) which is the principle of fundamental justice and equity or the principle of natural law and justice”.

Further Prof. Tarun Arora, Department of Law, CUPB had also opined that “This is in reference to our discussion yesterday regarding follow up of meeting concerning handing over Ghudda Campus. It is submitted that as to the best of my knowledge, the EIL must give a notice to consolidate its position in the eyes of law. Compliance to the principles of natural justice by serving a notice is indispensable and a pre-requisite before taking any action even if the tender conditions are silent. Notice is to be given”.

The committee was apprised by the EE, CUPB that a photographic and video recording of the present status of the contractor’s establishment at site stand carried out and the footage was presented before the committee members including EIL representatives and the committee noted the present status of the site and directed CUPB to send the same to EIL also.

After deliberating the issue in detail, the external technical expert BAC members were of the opinion that the present matter was not a case of termination of contract, but it was the case of deliberate closure of the contract by the contractor substantiated from the fact that contractor had slowed down the progress of work after 31.08.2019, all this led to their willful intent not to continue with the present works and complete the same. However, Mr. D. Mitra, Manager (Projects), EIL Head Office, informed the committee members that EIL was still of the same view as already submitted by them during the 46th BAC meeting, however the notice period of the show cause notice can be reduced from 30 days to 15 days as per contract provisions.

In this regard, BAC members were of the opinion that the matter was required to be discussed with EIL’s legal representatives. Mr. D.Mitra, Manager (Projects), EIL tried to establish a contact with their legal team but the matter could not be got discussed due to their pre-occupancy. BAC therefore, unanimously decided that a committee of following members should visit EIL office in Delhi to discuss the matter with EIL’s legal representatives along with other higher officials of EIL capable of deciding the matter. It was decided that committee consisting of following members of BAC will attend the meeting.

1. Mr. K.P. Singh, Registrar, CUPB
2. Er. N.K. Verma, Retd. Chief Engineer, CSIR
3. Er. GJS Roshia, Retd. Chief Engineer, Housing Board, Chandigarh
4. Er. Saurabh Gupta, Executive Engineer, CUPB

Accordingly, EIL representative present in the meeting was requested to discuss with their legal representative and fix a suitable date for having a joint meeting with CUPB representatives and EIL officials in Delhi to discuss and decide the matter. A joint meeting with EIL was fixed on mutually agreed date of 25.02.2020 at 12 noon in EIL’s Office at Bhikaji Cama Place, New Delhi.

Resolve:

The BAC unanimously resolved as under:

1. That the present matter was not a case of termination of contract, but it was the case of deliberate closure of contract by the contractor. Further, a joint meeting of CUPB representatives with EIL's legal representatives and other higher officials, shall be held on 25.02.2020 at 12 noon in EIL's Office at Bhikaji Cama Place, New Delhi to further discuss and decide the matter for completion of balance works of Phase-1A buildings of Main Campus of CUPB Ghudda.
2. That videography and photographic footage recorded by CUPB be sent to EIL.

Item: BAC: 47:2020:2

To discuss the recommendation of EIL for the completion of balance works of Phase 1B buildings of main campus of CUPB, Ghudda (Annexure 47.2).

The details of the unilateral stoppage of work by M/s KSMB & Sons w.e.f. 03.12.2019, were further discussed in the 46th Building Advisory Committee meeting vide agenda item no. BAC: 46:2020:4 held on 12.02.2020 and it was resolved as under:

1. The members of BAC unanimously resolved that the present matter was not a case of termination of contract, but it was the case of deliberate closure of contract by the contractor substantiated from the fact that the contractor had slowed down the progress of work after 31.08.2019. All this led to their wilful intent not to continue with the present works and complete the same.
2. The members of BAC unanimously resolved that M/s EIL should be requested to re-examine their recommendations considering the contract being closed by the contractor rather than serving a show cause notice to the contractor. Further, EIL should simultaneously measure the up to date work executed under the contract and take further appropriate action for identification and completion of balance work. The recommendation of EIL should be taken within a week so that the same could be considered in the next meeting of BAC scheduled to be held on 19.02.2020.
3. The BAC members unanimously resolved that, independent legal opinion may be obtained by CUPB regarding the issue of show cause notice for termination of contract or closing notice for unilaterally abandoning the work at site by the contractor M/s KSMB & Sons. Interpreting and submitting written opinion regarding the contract provisions and their applicability as per contract agreement executed between EIL/CUPB and M/s KSMB & Sons for the execution of Phase-1A & Phase-1B works at Main Campus of Central University of Punjab Ghudda may also be obtained.
4. The committee resolved to advise that to counterfeit the claim of the contractor,

a photographic and video-graphic recording of the present status of the contractor's establishment at site should be got carried out by suitable committee formed by the Hon'ble Vice-Chancellor. Committee also advised that EIL should be directed to ensure that the contractor is not allowed to take away any of his machinery/ equipment/material etc. available at site without obtaining written prior approval of Registrar, CUPB till the final decision regarding closure of the contract is taken.

5. The committee resolved to advise that the letter no. KSMB/EIL/BATHINDA-02/0902/2020 dated 09.02.2020 sent by M/s KSMB, addressed to Registrar, CUPB, be forwarded to M/s EIL for appropriate disposal at their end.

Accordingly, as per the recommendations of BAC in its 46th meeting, CUPB vide this letter no. CUPB/CC/ES/19-20/921 dated 12.02.2020 (**Annexure – 47.1.1**) requested EIL to review their recommendations for serving a show cause notice to M/s KSMB & Sons and submit its recommendations before 19.02.2020. Also as per the decision of BAC, the Committee for carrying out the photographic and video graphic recording of present status of the contractor's establishment at site and appointment of Legal Counsel for obtaining independent legal opinion were carried out vide notification no. CUPB/CC/2020/N/1416 dated 14.02.2020 (**Annexure 47.1.2**) and CUPB/CC/2020/2224 dated 17.02.2020 (**Annexure 47.1.3**) respectively. Further, as decided in the Building Advisory Committee meeting held on 12.02.2020, M/s EIL was informed not to permit M/s KSMB & Sons for demobilising the T & P items through letter no. CUPB/CC/ES/19-20/923 dated 12.02.2020 (**Annexure 47.1.4**).

EE, CUPB apprised the Committee that as per the directions of BAC in its 46th meeting held on 12.02.2020, CUPB vide its letter no. CUPB/CC/ES/19-20/921 dated 12.02.2020 suggested M/s EIL to reconsider its recommendations to issue Show Cause Notice to the contractor taking into account the following observations:

1. As on date, there was no valid contract after 31.05.2019 for Phase-1B works.
2. As per EIL's email dated 03.12.2019 to this office that the contractor had totally stopped the work at site. Further, the contractor had demobilized the labour from the sites as he was no longer interested in completing the work and had abandoned the work at his own will.
3. M/s EIL, through various communications, had informed CUPB that the contractor after 31.08.2019 had slowed down the progress of work.
4. The works had been delayed in spite of numerous extensions given to the contractor on EIL's recommendations and on certain unreasonable grounds raised by the contractor just to ensure the early delivery of completed works.
5. It had also been brought to the notice of CUPB that the contractor had not made any effort for resumption of the work during the period of last BAC meeting.
6. During the 45th BAC meeting held on 04.02.2020, it was brought to the notice of BAC that the contractor has no intentions to resume the works.
7. Delay in running payments or delay in approval of rates of extra items/non-schedule items etc. did not entitle the contractor to delay, suspend or abandon the work under any conditions of the contract.
8. No notice period was required as per Clause no. 32.2(c) and 32.3- Termination due to Contractor's Default.

EE, CUPB apprised the Committee that as per the directions of BAC, an independent legal opinion from Mr. Naveen Singla, Advocate District Court, Bathinda had also been obtained and the lawyer had opined that "After pursuing the entire records I am of the opinion that Show Cause Notice for termination of contract should be given and reasons for termination be disclosed in the termination notice. Even as per the basic law of land a person should not be held guilty without being heard i.e. Audi Alteram Partem (let the other side be heard as well) which is the principle of fundamental justice and equity or the principle of natural law and justice".

Further Prof. Tarun Arora, Department of Law, CUPB had also opined that "This is in reference to our discussion yesterday regarding follow up of meeting concerning handing over Ghudda Campus. It is submitted that as to the best of my knowledge, the EIL must give a notice to consolidate it's position in the eyes of law. Compliance to the principles of natural justice by serving a notice is indispensable and a pre-requisite before taking any action even if the tender conditions are silent. Notice is to be given".

The committee was apprised by the EE, CUPB that a photographic and video recording of the present status of the contractor's establishment at site stand carried out and the footage was presented before the committee members including EIL representatives and the committee noted the present status of the site and directed CUPB to send the same to EIL also.

Mr. D. Mitra, Manager (Projects), EIL Head Office, informed the committee members that EIL was still of the same view as already submitted by them during the 46th BAC meeting, however the notice period of the show cause notice can be reduced from 30 days to 15 days as per contract provisions.

After deliberating the issue in detail, the BAC members unanimously were of the opinion that the present matter was not a case of termination of contract, but it was the case of deliberate closure of the contract by the contractor substantiated from the fact that contractor had slowed down the progress of work after 31.08.2019, all this led to their willful intent not to continue with the present works and complete the same.

In this regard, BAC members were of the opinion that the matter was required to be discussed with EIL's legal representatives. The EIL representative tried to establish a contact with their legal team but the matter could not be got discussed due to their pre-occupancy. BAC therefore, unanimously decided to discuss the matter with EIL's legal representatives along with other higher officials of EIL capable of deciding the matter. It was decided that committee consisting of following members of BAC will attend the meeting.

1. Mr. K.P. Singh, Registrar, CUPB
2. Er. N.K. Verma, Retd. Chief Engineer, CSIR
3. Er. GJS Rosha, Retd. Chief Engineer, Housing Board, Chandigarh
4. Er. Saurabh Gupta, Executive Engineer, CUPB

Accordingly, EIL representative present in the meeting was requested to talk and fix a suitable date for having a joint meeting with CUPB representatives and EIL officials in Delhi to discuss and decide the matter. A joint meeting with EIL was fixed for 25.02.2020

at 12 noon in EIL's Office at Bhikaji Cama Place, New Delhi.

Resolve:

The BAC unanimously resolved as under:

1. That the present matter was not a case of termination of contract, but it was the case of deliberate closure of contract by the contractor. Further, a joint meeting of CUPB representatives with EIL's legal representatives and other higher officials, shall be held on 25.02.2020 at 12 noon in EIL's Office at Bhikaji Cama Place, New Delhi to further discuss and decide the matter for completion of balance works of Phase-1B buildings of Main Campus of CUPB Ghudda.
2. That videography and photographic footage recorded by CUPB be sent to EIL.

Item: BAC: 47:2020:3

To discuss and approve the Extension of PMC services agreement of CUPB with EIL for the construction of Main Campus of CUPB (*Annexure 47.3*).

The committee noted that PMC services agreement of CUPB with EIL for the construction of main campus of CUPB is upto 01.03.2020 and EIL vide its Letter No. EIL/Infra/CUPB/A372/388 dated 13.02.2020 (*Annexure 47.3*) has requested for extension of PMC Services agreement of CUPB with EIL for the construction of Phase 1A and Phase 1B of Main Campus of CUPB upto 01.10.2020.

EE, CUPB apprised the committee that as per terms of clause no. 2.34 of the PMC Services Agreement of CUPB with EIL, no additional compensation is payable if there is time over run in the completion of construction for no fault of commission or omission of CUPB and the contract can be extended in accordance with clause no. 19. The matter was also discussed by SCBAC in its 50th meeting vide agenda item no. SCBAC:50:2020:6 and has recommended the extension of PMC Services agreement between CUPB and EIL up to 01.10.2020 without any additional compensation. Further, the EIL should ensure that both phase -1A and 1 B be handed over to the University in fully functional state well before the commencement of the next academic session but not later than 15.05.2020.

BAC noted that there was a provision of defect liability period of 12 months in the contracts being executed by EIL for the construction of Main Campus of CUP, Ghudda. Considering the above the BAC approved the extension of validity of contract agreement between EIL & CUPB up to 01.10.2020 on existing terms & conditions in accordance with clause no. 19 and 2.34 of contract agreement with CUPB & EIL. Further, the EIL should ensure that both phase -1A and 1 B be handed over to the University in fully functional state well before the commencement of the next academic session but not later than 15.05.2020 and EIL would look after rectification of defects during the defect liability period of one year or more after its completion as stipulated in agreements with various agencies.

Resolve:

The BAC unanimously resolved as under:

1. To approve the extension of validity of contract agreement between EIL & CUPB up to 01.10.2020 on existing terms & conditions without any additional compensation.
2. That EIL should ensure that both phase -1A and 1B be handed over to the University in fully functional state well before the commencement of the next academic session but not later than 15.05.2020.
3. That EIL would look after rectification of defects during the defect liability period of one year or more after its completion as stipulated in agreements with various agencies.

Item: BAC: 47:2020:4

To discuss and approve the recommendations of EIL for approval of extra item claims for the HVAC works in Academic Block being executed by M/s Bliss refrigeration vide letter no. CUPB/A372/BRPL/003/10 dated 11.12.2019 (Annexure 47.4 – Page 17 to 18).

This agenda item was put up in 45th and 46th meeting of Building Advisory Committee vide agenda item no. BAC: 45:2020:18 (b) and BAC: 46:2020:7 (b) but could not be discussed due to paucity of time and was again submitted in this meeting for the consideration of BAC.

During the 48th SCBAC meeting the matter regarding the status of HVAC works was discussed vide agenda item no. SCBAC: 48:2019:4 (**Annexure – 47.4.1 – Page 19**) wherein EIL informed that the HVAC works to be executed in the smart class rooms and auditorium areas cannot be completed in the absence of false ceiling which is in the scope of interior works to be done by CUPB separately.

EIL suggested the following options to the committee:-

1. To provide the false ceiling in all the 3 areas. (Two smart class rooms & one auditorium)
2. To provide the return air through separate ducting but this would increase the cost and require additional time for the procurement of the materials.
3. To provide localized false ceiling in ducted form so that the same can act as source for the return air.

The committee noted all the above options and found the 3rd option as the most economical and suitable solution for completion the HVAC works in smart class room and auditorium areas. Further, the Committee desired that the EIL may get the work executed from M/s Bliss itself so that the work may be completed at the earliest. M/s Bliss/EIL was advised to submit the tentative cost and quantum of the work involved.

Accordingly, M/s EIL vide their letter no. CUPB/A372/BRPL/003/10 dated 11.12.2019 (**Annexure 47.4**) recommended for the in principle approval of four no. extra items amounting to Rs. 4,89,500 /- to be got executed from M/s BRPL so that the HVAC works

in the smart classrooms may be got completed in the absence of false ceiling works.

Since the requirement of above said extra items has already been recommended by EIL as an essential technical requirement which could not be avoided to complete the work and the same stand discussed and agreed by SCBAC in its 48th meeting. Therefore BAC is requested to discuss the details of the case and to accord in principle approval for the above items amounting to Rs. 4,89,500 /- so that HVAC works could be got completed in smart classroom and auditorium areas.

The BAC discussed the details and noticed that as the cost of this work has already exceeded and work may be got executed by CUPB at its own.

Resolve:

The BAC discussed the details and unanimously resolved that as the cost of this work has already exceeded and work may be got executed by CUPB at its own.

Item: BAC: 47:2020:5

Any other item with the permission of the Chair. – Nil.

Item: BAC: 47:2020:6

Current agenda if any.

The following current agendas were put up to BAC for its consideration:

- 1. To discuss the complaints received from different vendors for non-payment of their dues by M/s KSMB for the execution of works at Main Campus of Central University of Punjab.**

The committee was apprised that the following 3 nos. complaints addressed to Vice-Chancellor, CUPB were received for non-payment of their dues by M/s KSMB for the execution of works at Main Campus of Central University of Punjab :

1. Charanjit Singh S/o Jagroop Singh for Rs. 1,25,000 /-
2. Shivanand Barik S/o Naresh Barik for Rs. 8,00,000 /-
3. Mulayam Singh S/o Ram Chandar for Rs. 7,00,000 /-

The committee discussed the details and unanimously decided to send these complaints to EIL for its verification and getting the dues released from M/s KSMB on merit of the case.

Resolve:

The committee members unanimously resolved to send these complaints to EIL for its verification and getting the dues released from M/s KSMB on merit of the case.

2. To discuss the damages due to delay of Phase-1A and 1 B works as desired by BAC in its 46th meeting.

EE apprised the committee that the BAC in its 46th meeting has desired to work out the details for damages due to delay of Phase-1A and 1 B works of main campus at Ghudda and submit the same to BAC for information and perusal.

The committee was apprised that the Engineering wing along with the Finance Department has worked out on the details of the damages due to Phase-1A and 1 B works of main campus based on the period taking in consideration the completion dates of the buildings as scheduled i.e. 01.02.2017 to 31.01.2020 (total 36 months) with a total damage due to delay amounting to Rs. 43.16 crore (Annexure- BAC:47.6.1) and extended period i.e. 01.06.2019 to 31.01.2020 (total 8 months) with a total damage due to delay amounting to Rs. 25.18 crore (Annexure- BAC:47.6.2). These details were discussed by SCBAC in its 50th meeting vide agenda item no. SCBAC: 50:2020:8 (2) and had resolved as under:

"The committee noted the details and recommended to place the same for the information and perusal of BAC."

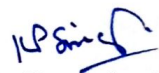
BAC noted the details and unanimously resolved to send these details to EIL for their information and further necessary action.

Resolve:

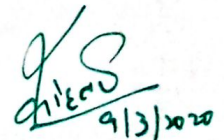
BAC noted the details and unanimously resolved to send these details to EIL for their information and further necessary action.

Item: BAC: 47:2020:7

Fixing date of the next meeting of the Building Advisory Committee – The Committee authorized the Chairman of BAC to fix the next date of meeting.



**Mr. Kanwal Pal Singh
Registrar & Member Secretary, BAC**



**Approved by
Prof. R.K.Kohli
Vice-Chancellor & Chairman, BAC**

